

3-30402

02-57

AGREEMENT

between

THE BOROUGH OF NORTH ARLINGTON,

*Borough*

NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION OF NORTH ARLINGTON, N.J.

LOCAL NO. 95

X X X X X X X X X

X January 1, 1979 - December 31, 1980

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PREAMBLE

This Agreement is effective as of the first day of January, 1979, by and between the Borough of North Arlington, New Jersey, hereinafter referred to as the "Borough", and the Policemen's Benevolent Association, Local No. 95, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough of North Arlington and such of its employees who are within the provisions of this agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Borough hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all members of the North Arlington Police Department, excluding the Chief of Police and Superior Officers.

Section 2.

Unless otherwise indicated, the terms "patrolman", "employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Borough hereby agrees that every policeman shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body, exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States: that it shall not discriminate against any policemen with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the P.B.A. and its affiliates, his participation in any activities of the P.B.A. and its affiliates, collective negotiations with the Borough, or his institution of as grievance or complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

*PCM*

Elected representatives of the P.B.A. shall be entitled time off with full pay to attend negotiating sessions, grievance sessions and meetings of the Joint P.B.A. Management Committee, provided the Department is not faced with an emergency. No time spent at the aforesaid shall be construed as overtime.

A separate personal history file shall be established and maintained for each employee covered by this agreement: personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative, and said review in the presence of the Chief of Police or his designated representative.

When ever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file, in the presence of the Chief of Police or his designated representative.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

### ARTICLE III

#### SALARIES

##### Section 1.

Commencing January 1, 1979, annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A" for the 1979 and 1980 calender years.

##### Section 2.

A police officer employed in the Detective Bureau shall receive \$500.00 more per year than an officer would earn if he were a uniformed officer.

##### Section 3.

All monies and benefits shall be deemed to be retroactive to the appropriate dates set forth in this agreement.

### ARTICLE IV

#### BULLETIN BOARDS

##### Section 1.

Subject to prior approval of the Police Chief, which approval

shall not be unreasonably withheld, the Borough shall permit the Association reasonable use of the Bulletin Boards and the other Police facilities for posting notices concerning Association business and activities and concerning matters dealing with the welfare of its members.

## ARTICLE V

### SENIORITY

#### Section 1.

Traditional principles of seniority shall apply to employees covered by this agreement. Such principles shall apply to lay-offs recall, transfer and other similar acts. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's lengths of service shall not be reduced by the time lost due to an absence from his employment for a bonafide illness, or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon if any, or any physician mutually acceptable to the parties.

## ARTICLE VI

### EDUCATION BENEFITS

#### Section 1.

All employees covered by this contract shall be entitled to receive, in addition to all other wages and benefits, payment for education credits earned by said employee pursuant to the qualifications set forth herein.

- a. For the 1979 and 1980 calender years, each employee shall receive a sum of \$600.00 per annum for an Associates Degree in Police Science and a sum of \$1200.00 per annum for a Bachelors Degree in Police Science upon attainment or immediately if said degree has already been attained to be paid once yearly.
- b. If a degree is earned during a calender year an employee shall be entitled to a pro-rata share of the \$600.00 and \$1200.00 figures based upon the date of attainment of said degree.
- c. Any member attending a four year college and attaining any equivalency of 66 credits shall be deemed to have reached the Associates Degree level and shall be paid \$600.00 as aforesaid.

#### Section 2.

Each member requesting credit shall submit a certification from the institution that he or she has successfully completed the credits, the specific courses and programs under which the credits were completed and verification that the same were pursued towards the attainment of a degree in Police Science.

## ARTICLE VII

### VACATIONS

#### Section 1.

EARNED VACATIONS. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

NUMBER OF DAYS. Officers who have not completed one (1) year of service shall have one (1) working day vacation for each full month of continuous service rendered from the date of his appointment. Officers who have completed from one (1) to ten (10) years of service shall be granted seventeen (17) working days vacation. Officers who have completed eleven (11) to fifteen (15) years of service shall be granted eighteen (18) working days vacation. Officers who have completed sixteen (16) to twenty (20) years of service shall be granted twenty (20) working days vacation. Officers who have completed twenty-one (21) to twenty-five (25) years of service shall be granted twenty-five (25) working days vacation. Officers who have completed more than twenty-five (25) years of service shall be given thirty (30) working days vacation. There shall be no carry over of vacation time or days to the following year, unless expressly given permission by Chief of Police, for a valid reason, such as an unexpected injury or illness immediately prior to the scheduled vacation.

#### Section 2.

Any officer who is entitled to more than two weeks of vacation shall be allowed to take his vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Police Chief grants approval which approval shall not be unreasonably withheld.

#### Section 3.

Employees shall be entitled to take their vacations between June 15 and September 15 of each year provided it does not unreasonably interfere with operations of the Department, and provided further that the Police Chief grants approval which approval shall not be unreasonably withheld.

## ARTICLE VIII

### HOLIDAYS

#### Section 1.

Each Police Officer covered by this agreement shall be granted pay for thirteen holidays for 1979 and 1980 as follows: Christmas, New Year's, Lincoln's Birthday, Washington's Birthday, Good Friday and Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Columbus Day, Veterans' Day, Martin Luther Kings Birthday. Pay for holidays shall be made twice a year, once in June and once in December.

Section 2.

In addition to the thirteen holidays, employees shall be compensated for all additional legal and official holidays declared so by the President or Congress of the United States, the Governor and Legislature of the State of New Jersey, and also all additional holidays declared by the Mayor and Council of the Borough of North Arlington.

ARTICLE IX

Section 1.

Leave Because of Death. In the case of a death of a member of an officer's family, time off necessary to arrange for the funeral and attend the services up to three days pay at the established annual salary rate shall be granted to him if he actually attends the funeral services during the time he would be required to be on his normal tour of duty. Immediate family includes mother, father, sisters and brothers of the officer, wife, children, mother-in-law, father-in-law, or persons so designated as legal guardians. An officer may request additional days off in connection with a death in the family including brothers-in-law or sisters-in-law to the Police Chairman and approval of the request shall not be unreasonably withheld.

Section 2.

Leave without Pay. The Mayor and Council on the request of an officer and after reasonable notice, may grant a six month leave of absence without pay to said officer. Said leave may only be granted by them and when they receive a written request by the Officer. The Mayor and Council may extend such leave for an additional six months upon approval of the governing body. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said officer overstays such leave, his employment with the Borough shall be deemed to have terminated.

Section 3.

Terminal Leave. An officer having completed the time required by law ~~for~~ retirement (including military leave), shall be entitled to ninety days at his current rate of pay. Upon retirement all employees shall be entitled to utilize his unused and accumulated sick leave days up to a maximum of one hundred and eighty days.

Section 4.

Sick Leave. All sick leave benefits will continue in full force and effect.

ARTICLE X

CLOTHING

Section 1.

Each officer shall receive an annual clothing allowance of \$450.00 for 1979, and \$500.00 in 1980, for the purpose of replacing worn-out articles of his designated uniforms by cash or check, on June 1st of each year.

Section 2.

If any part of an officer's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Borough to replace same/upon approval of the Police Chairman which approval shall not be unreasonably withheld. The maximum replacement value of personal items shall not exceed \$50.00, with the exception of prescription eye glasses or dentures.

Section 3.

Police officers are allowed to wear short sleeve shirts during the appropriate season.

Section 4.

The summer uniform will be worn between May 15 and September 15 of each year.

Section 5.

The shift commander may prescribe uniform changes during unseasonable weather on his own initiative or at the request of the Association. Said changes will not be unreasonably required or refused.

ARTICLE XI

COURT APPEARANCES

Section 1.

Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts of Administrative Bodies.

Section 2.

All such required court time shall be compensated at the employee's hourly rate for each hour. Payment of a full hour shall be made for any time spent which may be less than a full hour. Each employee shall receive a minimum payment of two (2) hours at his appropriate rate for each such appearance under this Article.

Section 3.

When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of time to which the Employee is entitled, provided, however that such travel time shall be computed between the Employer's police headquarters and the pertinent court or administrative body.

ARTICLE XII

OVERTIME

Section 1.

For time worked on off duty hours or on days off, except when called in for a full tour, all officers shall receive a minimum of two hours at time and one-half. In the event he works more than two hours, such time shall be paid at time and one-half.

Section 2.

There shall be a fair and equal system of overtime allocation. Overtime shall be allocated in the order of seniority as the names appear in the Department roster. If the first name on the list refuses overtime, the offer of overtime shall be made to the second man on the list, etc. Each time an officer accepts or refuses he shall be placed at the bottom of the overtime list.

ARTICLE XIII

LONGEVITY

Section 1.

The longevity schedule is as follows:

Three years of service	1% of his base salary
Six years of service	2% of his base salary
Nine years of service	3% of his base salary
Twelve years of service	4% of his base salary
Fifteen years of service	5% of his base salary
Eighteen years of service	6% of his base salary
Twenty-one years of service	7% of his base salary
Twenty-four years of service	8% of his base salary
Twenty-seven years of service	9% of his base salary
Thirty years of service	10% of his base salary

This payment shall be made in addition to all other payments as have been the past practice.



ARTICLE XIV

GRIEVANCES

Section 1.

A grievance is any complaint arising with the respect to wages, hours of work or other conditions of employment and includes, but is not limited to, any dispute over interpretation, application or construction of this agreement. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2.

Complaints may be initiated by the individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized P.B.A. representative.

Section 3.

When the P.B.A. wishes to present a grievance for itself or any employee covered by this agreement for settlement, such grievance shall be presented as follows:

Step 1. The president of the P.B.A. or his duly authorized and designated representative shall present in writing and discuss the grievance or grievances orally with the Chief of Police or his duly designated representative. The Chief of Police shall answer the grievance in writing within five (5) days.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the P.B.A. within the time set forth in Step 1, the P.B.A. shall present the grievance within ten days in writing to the Police Committee. This presentation shall set forth the position of the P.B.A., and at the request of either party, discussions may ensue. The Police Committee shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the P.B.A. within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Borough Council. The final decision of the Mayor and Borough Council shall be given to the Union in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Step 4. If the grievance has not been settled by the parties at Step 3, of Grievance Procedure or if no answer in writing by the Mayor and Borough Council has been received by the P.B.A. within the time provided in Step 3, the P.B.A. may demand arbitration of the grievance.

ARTICLE XV

ARBITRATION

Section 1.

Step 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Step 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitrator shall request the New Jersey Board of Mediation or New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Step 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Step 4. The decision of the Arbitrator shall be final and binding on the P.B.A. and the Borough.

Step 5. Where the employee has exercised his right to appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

ARTICLE XVI

INSURANCE

Section 1.

All persons or employees covered by this agreement will be provided with a life insurance policy with a full amount of \$10,000. The premium for which will be paid fully by the borough. All employees who may hereafter retire shall likewise be covered with a life insurance policy of not less than \$5,000.00. The premium for which will be paid fully by the borough.

Section 2.

Blue Cross-Blue Shield. The Borough agrees to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, also to provide and pay for Major Medical coverage with the New Jersey State Health Plan for all members of the bargaining unit and their eligible dependents. The coverage provided for under this Section shall also apply to all employees covered by this agreement who may hereafter retire, but said coverage shall be limited to the first five years of retirement. This provision shall only apply to

those employees who hereafter retire and not to former employees who have already retired. Furthermore, Health Insurance premiums must be paid for by the Borough when an employee goes out on disability.

Section 3.

False Arrest Insurance, etc. In the event of a civil action against any employee for conduct arising in, or out of, the course of his employment, the Borough shall pay any adverse judgment, save harmless and protect such employee from any financial loss resulting therefrom. Each employee shall also be covered by a minimum policy of \$200,000, in insurance holding him harmless for all actions arising in or out of the course of his employment including actions for false arrest, excessive force and the like.

Section 4.

Effective January 1, 1979, the parties will share in equal sums, the premium costs for a dental insurance program which will insure employees covered by this agreement and their families for costs arising out of the use of dentists or dental surgeons. Said plan shall be no less than the present plan of Dental Insurance.

ARTICLE XVII

PENSION

Section 1.

The employer shall provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVIII

RETENTION OF BENEFITS

Section 1.

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members in the North Arlington Police Department not covered by this agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations, leading to the execution of this agreement.

ARTICLE XIX

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of

work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor or the employer of his designee, and the President of the P.B.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3.

Employees of the employer who may be designated by the P.B.A. to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their assignments.

Section 4.

Ordinarily, not more than six (6) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE XX

CONVENTION

Section 1.

The employer agrees to grant the necessary time off without loss of pay to the members of the P.B.A. selected by the members of the P.B.A. as delegates limited to President and Delegate or to their alternates to attend any State or National Convention of the New Jersey Policemens Benevolent Association, as provided under N.J.S.A. 11:26C-4.

ARTICLE XXI

ACTIONS AGAINST POLICEMEN

Section 1.

Whenever any action is brought against an employee or group of employees covered by this agreement for any act or omission directly or indirectly arising out of and in the course of his employment, the Borough shall defray all costs of defending such action, provided the employee or group of employees notify the Chief of Police immediately who shall notify the Mayor and Council, in writing. The Mayor and Council may select the attorney with the approval of the P.B.A., or the employee may request a specific attorney, in writing, permission for which shall not be unreasonably withheld by the Mayor and Council. In the event of an immediate emergency, the Chief of Police may select the attorney or may honor

the request for a specific attorney from an employee. In the case of a civil action, the Borough shall pay any adverse judgment, save harmless and protect such employee from any financial loss resulting therefrom.

ARTICLE XXII

EXTRA CONTRACT AGREEMENTS

Section 1.

The Borough agrees not to enter into any other agreement or contract with the employees covered by this agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the P.B.A. agrees to any change in writing.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1.

In the event that any provisions of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through governmental regulations or decree, such decisions shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXIV

MUTUAL AID

Section 1.

Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by law.

Section 2.

The Borough shall not require employees covered by this contract to be sent to other communities whose policeman are engaged in a job action.

ARTICLE XXV

INCLUSION CLAUSE

Section 1.

The Borough agrees that the members of the P.B.A. shall receive no less benefits than are granted other employees of the Borough.

ARTICLE XXVI

WORK WEEK

Section 1.

All uniformed tour employees shall work a rotating shift consisting of a four and two work week. That is they shall work four consecutive days and then they shall be off two consecutive days, they will work the next four consecutive days, be off the next two days, etc. however, the work week shall consist of 37 1/2 hours.

Section 2.

Except in cases of bona fide emergency, there shall be no change in the work schedule without notice to the officer. Every reasonable effort will be made to give 48 hours notice before the actual change but in no event shall the notice be less than 24 hours, unless there is a bona fide emergency.

ARTICLE XXVII

MEETINGS

Section 1.

In order to encourage a more efficient Department and harmony within the Department, the Police Committee, the Chief of Police and the P.B.A. representatives shall endeavor to meet once a month if necessary.

ARTICLE XXVIII

MISCELLANEOUS

Section 1.

Any police officer who works special events for or at the direction of the Borough of North Arlington shall be hired and paid by the Borough. Special events include, but are not limited to, events such as football and basketball games, dances and the like. The rate per event shall be \$40.00 per officer.

Section 2.

The Borough shall provide all employees covered by this agreement with foul weather gear.

Section 3.

A uniform code of police procedure shall be established within a reasonable time. Implementation and adoption of those in the proposed code dealing with terms and conditions of employment shall be in accordance with the applicable statutes.

Section 4.

In the event an employee dies before taking his earned vacation in any calendar year, his estate or his widow, to the extent of the law, shall receive any vacation due and other accrued benefits such as compensatory time leave, clothing, allowance, etc. If the full amount is not due, the amount to be paid shall be pro-rated.

Section 5.

Any grievance with the Chief of Police shall be subject to the grievance and arbitration procedures established in this agreement and, in those cases where the grievance is not covered by the terms of this agreement, the grievance will be determined on the basis of traditional principles of fairness and equity.

Section 6.

The parties recognize the need for additional programs and changes. Therefore, every reasonable effort will be made to establish in the year of 1980 a training program, an award and incentive program, a combined schedule for tour men with equal rotation for all employees, and job descriptions for all employees.

ARTICLE XXIX

PERSONAL DAYS

Section 1.

Each employee shall receive two personal days off per year, with approval of the Chief of Police which approval shall not be unreasonably withheld, provided that payment shall not be made in lieu of said time off and provided further that there shall be no carry-over of days to the following year, unless however, employees are unable to take such personal days in any year because of departmental difficulties in scheduling in which event, the personal days shall be carried into the following years, with the approval of the Chief of Police.

*p. 12*

APPENDIX "A"

The following figures are representative of the 1979 year for a patrolman:

1. a. Commencing on the first day of employment	\$13,777.48
Commencing one year from date of employment	15,161.94
Commencing two years from date of employment	16,546.41
Commencing three years from date of employment	17,930.89

The following figures are representative of the 1980 year for a patrolman:

b. Commencing on the first day of employment	\$14,879.67
Commencing one year from date of employment	16,374.89
Commencing two years from date of employment	17,870.12
Commencing three years from date of employment	19,365.36

COMPUTATION OF HOURLY RATE

Employees base annual wage shall be divided by 52, then divided by 37.5 which will determine employees hourly rate. Add to this sum the employees percentage of longevity for a final hourly rate.

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ARTICLE XXX

DURATION

Section 1.

This Agreement shall be effective January 1, 1979, and shall remain in full force and effect until December 31, 1980. On or after September 1, 1980, either party may serve notice upon the other party of an intent to commence negotiations for a new agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 1980, the terms and conditions of this Agreement shall continue in full force and effect until a new agreement is executed. p. 10

For the Borough of North  
Arlington, N.J.

For the P.B.A.

For the Borough of North  
Arlington, N.J.

For the P.B.A.

For the Borough of North  
Arlington, N.J.

For the P.B.A.

Attest:

CONSTANCE M. MEEHAN  
ACTING BOROUGH CLERK

WITNESS, for the P.B.A.